

GORLICK, KRAVITZ & LISTHAUS, P.C.
 Michael J. Vollbrecht (MV 1118)
 17 State Street
 New York, New York 10004-1501
 (212) 269 2500
 MVollbrecht@gkllaw.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

MASON TENDERS DISTRICT COUNCIL	:	X
WELFARE FUND, PENSION FUND, ANNUITY	:	
FUND, and TRAINING PROGRAM FUND, and	:	
JOHN J. VIRGA, in his fiduciary capacity as Director,	:	
 Plaintiffs,	:	
 - against -	:	
 YORK HUNTER INC., YORK HUNTER	:	
MANAGEMENT LLC, KENNETH CALAO d/b/a	:	
YORK HUNTER MANAGEMENT LLC and	:	
KENNETH CALAO,	:	
 Defendants.	:	

USDC SDNY
 DOCUMENT
 ELECTRONICALLY FILED
 DOC #: _____
 DATE FILED: 6/27/08

IT IS HEREBY STIPULATED AND AGREED, by and among plaintiffs MASON TENDERS DISTRICT COUNCIL WELFARE FUND, PENSION FUND, ANNUITY FUND, and TRAINING PROGRAM FUND, and JOHN J. VIRGA, in his fiduciary capacity as Director (hereinafter "FUNDS"), and defendants YORK HUNTER, YORK HUNTER MANAGEMENT LLC, KENNETH CALAO d/b/a YORK HUNTER MANAGEMENT LLC, and KENNETH CALAO (jointly "DEFENDANTS") that the claims in the above-captioned action be and the same hereby are settled between plaintiffs FUNDS and DEFENDANTS upon the following terms and conditions:

1. DEFENDANTS acknowledge that they owe plaintiffs FUNDS the amount of \$58,015.48 for the period August 27, 2002 through July 26, 2004 as and for fringe benefit contributions due and owing the FUNDS pursuant to a collective bargaining agreement entered into between the Mason Tenders District Council of Greater New York and Long Island

("UNION") and the DEFENDANTS, and an additional \$1,841.22 in interest incurred for late payment to the FUNDS by DEFENDANTS for a total sum of \$59,856.70.

2. Plaintiffs FUNDS hereby agree to accept payment by DEFENDANTS of the sum of \$58,015.48 in full satisfaction of the fringe benefit contributions due to plaintiffs FUNDS for the period August 27, 2002 through July 26, 2004, and an additional \$1,841.22 in interest incurred for late payment to the FUNDS by DEFENDANTS. PLAINTIFFS have no other claims against any of the DEFENDANTS.

3. DEFENDANTS further acknowledge an indebtedness to the UNION as and for unremitted dues checkoffs in the amount of \$4,785.15 and as and for unremitted Political Action Committee ("PAC") contributions in the amount of \$358.15 for the period August 27, 2002 through July 26, 2004.

4. Plaintiff FUNDS, on behalf of the UNION, hereby agrees to accept payment by DEFENDANTS of the total sum of \$5,143.30 in full satisfaction of the dues check-offs and PAC contributions for the period August 27, 2002 through July 26, 2004. PLAINTIFFS have no other claims against any of the DEFENDANTS.

5. The aforesaid total sum of \$65,000.00 shall be paid in one installment, and shall be due within ~~five~~^{ten} days of DEFENDANTS receiving payment pursuant to the Order settling the ~~DE~~ action *Colgate Scaffolding & Equipment Corp. v. York Hunter City Services, Inc., New York City School Construction Authority, et al.*, Index No. 602089/01, pending in the Supreme Court of the State of New York, County of New York. ~~M~~

6. Payment to the PLAINTIFFS shall be made by check payable to the order of the Mason Tenders District Council Trust Funds and shall be remitted to the offices of the FUNDS at 520 Eighth Avenue, Suite 600, New York, New York 10018.

7. In the event of a default by DEFENDANTS of any payment, term or condition agreed to or required by this Stipulation and Order of Settlement, plaintiffs FUNDS shall have the right, at their sole option and discretion, to enter judgment against DEFENDANTS, jointly and severally, for the full amount of the stipulated fringe benefit contribution indebtedness and/or stipulated dues checkoff indebtedness then remaining due, together with all lawful interest thereon, statutory damages, costs of this action, audit costs, reasonable attorneys' fees, and any additional penalties, remedies and damages permitted by law, upon seven business days written notice by certified mail, return receipt requested, to the attorneys for DEFENDANTS: Bauman Katz & Grill, LLP, 28 West 44th Street, Suite 900, New York, New York 10036, Attn: Daniel

E. Katz, Esq., and the failure of DEFENDANTS to cure said default within seven business days of their receipt thereof. DEFENDANTS waive any notice of the submission of a judgment to the Court under this paragraph.

8. Any and all notices or other communications required or permitted to be given under any of the provisions of this Stipulation and Order of Settlement shall be sufficient if in writing and shall be deemed to have been duly given upon the mailing thereof by certified mail, return receipt requested, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid).

For PLAINTIFFS: Gorlick, Kravitz & Listhaus, P.C.
17 State Street, 4th Floor
New York, New York 10004-1501
Attn: Michael J. Vollbrecht, Esq.

For DEFENDANTS: Bauman Katz & Grill, LLP
28 West 44th Street, Suite 900
New York, New York 10036
Attn: Daniel E. Katz, Esq.

9. This Stipulation and Order of Settlement shall be binding upon plaintiffs FUNDS and DEFENDANTS, jointly and severally, their respective assignees, executors, administrators, heirs, successors and assigns.

10. This Stipulation and Order of Settlement supersedes all prior agreements and understandings between plaintiffs FUNDS and DEFENDANTS, jointly and severally, and constitutes the entire agreement between plaintiffs FUNDS and DEFENDANTS, jointly and severally, with respect to the subject matter hereof. No provision of this Stipulation and Order of Settlement shall be modified, amended, extended, discharged, terminated or waived except by a writing specifically referring to this Stipulation and Order of Settlement and signed by all of the parties hereto and so ordered by the Court.

11. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall operate or be construed as a waiver of any subsequent breach or default of the same or similar nature.

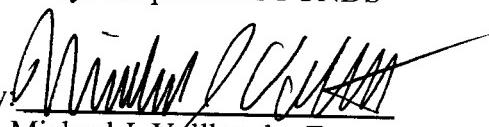
12. Subject to the approval of this Court, the above-entitled action shall be discontinued with prejudice with respect to all claims by PLAINTIFFS for the period August 27, 2002 through July 26, 2004 and without assessed costs or attorneys' fees against any party except those specifically included herein, subject to reopening in the event of default or failure of any payment or condition agreed to or required in this Stipulation and Order of Settlement.

13. Each party to this Stipulation and Order of Settlement hereby acknowledges, represents, and warrants that they are authorized to enter into, execute, deliver, perform and implement this Stipulation and Order of Settlement, and agrees to indemnify and hold harmless each other party from all sums which may become due, including costs and reasonable attorneys' fees, as a result of this representation being false or inaccurate.

Dated: New York, New York
June 4, 2008

GORLICK, KRAVITZ & LISTHAUS, P.C.
Attorneys for plaintiffs FUNDS

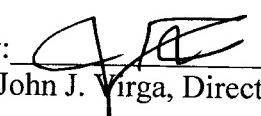
By:


Michael J. Vollbrecht, Esq.
MV 1118

17 State Street, 4th Floor
New York, New York 10004-1501

MASON TENDERS DISTRICT COUNCIL
WELFARE FUND, PENSION FUND,
ANNUITY FUND, and TRAINING
PROGRAM FUND

By:


John J. Virga, Director

BAUMAN KATZ & GRILL, LLP
Attorneys for DEFENDANTS

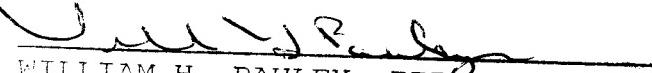
By:


Daniel E. Katz, Esq.

DK 7222

28 West 44th Street, Suite 900
New York, New York 10036
(212) 684-0300

The Clerk of the Court is
directed to mark this case closed.
SO ORDERED:


WILLIAM H. PAULEY III U.S.D.J.

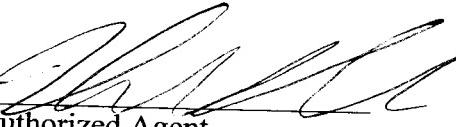
6/26/08

YORK HUNTER, INC.

By:

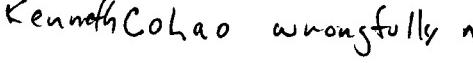

Authorized Agent

YORK HUNTER MANAGEMENT LLC

By: 
Authorized Agent

KENNETH COLAO wrongfully named as
KENNETH CALAO


Kenneth Colao, Individually


Kenneth Colao wrongfully named

SO ORDERED:

Hon. William H. Pauley III, U.S.D.J.